

MARK H. LUTTRELL, JR., MAYOR

REQUEST FOR QUOTATION

BID DESCRIPTION: <u>CONCRETE AND METAL PIPE</u>
COMMODITY: 210-29 CULVERTS, CORRUGATED METAL
(Code No. and Description)
BID NUMBER: SEALED BID 1000162
(Sealed Bid or Regular Bid)
DUE DATE NO LATED THAN A 20 DM THEODAY MAY 1 2012 (THAT)
DUE DATE: NO LATER THAN 2:30 PM, TUESDAY, MAY 1, 2012 (TIME) (DAY) (DATE)
◯ ORIGINAL SPECIFICATIONS

160 NORTH MAIN STREET, MEMPHIS, TENNESSEE 38103

SEALED BID 1000162 DUE DATE: 5/1/12 BUYER: FOWLER

SHELBY COUNTY PURCHASING DEPARTMENT ROOM 550, 160 NORTH MAIN STREET MEMPHIS, TENNESSEE 38103 PHONE (901) 222-2250

SECTION I ATTACHMENTS 1 NOTICE TO BIDDERS Shelby County Tennessee MARK H. LUTTRELL, JR., MAYOR

APRIL 12, 2012

Gentlemen:

Attached is our request for quotation, **Sealed Bid Number I000162** for, **CONCRETE AND METAL PIPE.**

You will note that your bid is due no later than, **MAY 1, 2012**, in the office of the Administrator of Purchasing, 160 North Main Street, Suite 550, Memphis, TN 38103.

All bids will be opened and publicly read by the Shelby County Government at the time mentioned above in the Purchasing Department, Suite 550, 160 North Main Street, Memphis, TN 38103.

A consideration in determining the best low bid will be local presence or ownership within Shelby County.

As a condition precedent to bidding, bidders shall have received a current "Equal Opportunity Compliance Eligibility Number" which must be shown on the outside of each bid submission.

To receive an E.O.C. Eligibility Number, specific information must be received by the Shelby County Office of E.O.C at least 48 hours prior to the bid opening. To verify your E.O.C. Number or receive information for obtaining a number, contact the Office of E.O.C., (901) 222-1100.

THE LABEL, WHICH IS ATTACHED TO THE SPECIFICATIONS SHALL BE COMPLETELY FILLED OUT AND ATTACHED TO THE BID SUBMISSION ENVELOPE. YOU MUST DISPLAY YOUR CURRENT E.O.C. ELIGIBILITY NUMBER ON THE OUTSIDE OF YOUR ENVELOPE. UNLESS THE LABEL IS COMPLETELY FILLED OUT AND YOUR CURRENT CERTIFICATION NUMBER OR ELIGIBILITY NUMBER IS NOTED THEREON, YOUR BID WILL BE RETURNED TO YOU UNOPENED. SHOULD YOUR LABEL BE LOST OR MISPLACED, PLEASE NOTE THE APPROPRIATE INFORMATION IN THE LOWER LEFT-HAND CORNER OF YOUR ENVELOPE.

The Shelby County Government reserves the right to reject any or all bids and to waive any informality therein.

If there are any questions on the above bid, please contact **N. Fowler** in Purchasing Department at (901) 222-2250.

Sincerely,

Clifton Davis, Administrator of Purchasing

ATTACHMENTS:
SECTION I NOTICE TO BIDDER(S)
SECTION II GENERAL TERMS &: CONDITIONS
SECTION III DETAILED REQUIREMENTS/SPECIFICATIONS
SECTION IV QUOTATION/BID RESPONSE FORM

SEALED BID #:1000162 DUE DATE:5/1/12 BUYER: Fowler

SHELBY COUNTY PURCHASING DEPARTMENT ROOM 550, 160 NORTH MAIN STREET MEMPHIS, TENNESSEE 38103 901-222-2250

SECTION II
ATTACHMENT 9
GENERAL TERMS & CONDITIONS

SECTION II - GENERAL TERMS & CONDITIONS

GENERAL INFORMATION AND INSTRUCTION TO BIDDERS

The following instructions, terms, conditions and specifications are included in and become a part of this Bid Request.

SectionII - General Terms & Conditions SectionIII Detailed Requirements/Specifications SectionIV Quotation/Bid Response Form

1.0 PREPARATION OF BIDS:

- 1.1 All information requested of the vendor shall be entered in the appropriate space on the form, Failure to do so may disqualify the bid.
- 1.2 All information -shall be entered in -ink or typewritten, Mistakes may be crossed out and correction inserted before submission of your bid. Correction shall beinitialed in ink by the person signing the bid.
- 1.3 Correction and/or modifications received after the closing time specified will not be accepted.
- 1.4 Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County.
- 1.5 Time of delivery may be-a consideration in the award.
- 1.6 Prices will be considered as net if no cash discount is shown.
- 1.7 Federal ID# must be provided. Failure to provide this number could result in a 20% withholding of payment for any orders placed against this bid.
- 1.8 All bids shall be signed by an authorized officer or employee of the bidder.
- 1.9 Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic or telephone bids will be accepted.
- 1.10 As a condition precedent to bidding, bidders shall have received a current "Shelby County Equal Opportunity Compliance Eligibility Number" which must be shown on each bid submitted
- 1.11 Submit bids (1) in a sealed envelope with your company's name and address, (2) the sealed bid number, closing time and due date, and (3) your company's current Shelby County E.O.C. Eligibility Number shown on the outside.
- 1.12 Bid Response Form must be completely answered in order for the bidder to be considered for award. Bidders are encouraged to submit additional information which they feel might be useful to the County in evaluating bids, however, the County reserves the right to reject -or accept for consideration, during evaluation of bids, any additional information the bidder submits and may reject or accept minor variations when evaluating bids.

2.0 CRITERIA OF AWARD:

- 2.1 The County reserves the rights: (1) to award bids received on the basis of individual items, or groups of items or on the entire list of items,(2) to reject any or all bids, or any part thereof, (3) to waive any informality in the bids and (4)to accept the bid that is in the best interest of the County. The Purchasing Agent's decision shall be final.
- 2.2 The vendor may take exception to (#1) above by stating "All or None" in the bid.
- 2.3 Award will be made on the following basis:
 - 2.3.1 Best/Low Bid meeting specifications.
 - 2.3.2 Previous Vendor Performance History.
 - 2.3.3 Delivery Time Quoted.
 - 2.3.4 Local presence or ownership in Shelby County.
- 2.4 Shelby County Government reserves the right to purchase any or all items in this bid off the current State Of Tennessee Statewide Contract, if it is considered by the Administrator of Purchasing to be in the best interest of the County.

3.0 **SPECIFICATIONS:**

- 3.1 These specifications are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed.
- 3.2 Any responsible bidder who considers these specifications to be of a non-competitive nature should immediately contact the Purchasing Department, (901)-222-2250.
- 3.3 The Administrator of Purchasing hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposed to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 3.4 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.
- 3.5 Changes to the bid specifications are not valid unless authorized in writing by the Shelby County Purchasing Department.

4.0 PRICING, TERMS & DELIVERY:

- 4.1 Prompt payment discount shall be considered as a cost factor in the evaluation of bids.
- 4.2 The Shelby County Government reserves the right to accept any prompt payment discount offered by the successful bidder however, time will be computed from date of receipt of correct invoice or receipt of acceptance of shipment, whichever is later.

- 4.3 All deliveries shall be F.O.B. Shelby County Department location inplace/inside no additional charges shall be allowed above the amount shown in the net prices.
- 4.4 All prices shall be valid for a minimum of thirty (30) days from the bid opening date unless otherwise indicated in the bid request.

5.0 **LIABILITIES:**

- 5.1 The vendor shall hold the County, its officers, agents servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention under this bid, and agrees to defend, at his own expense any and all action brought against the County because of the unauthorized use of such articles.
- 5.2 Based upon Tennessee Attorney General opinion, Shelby County Government, as a subdivision of the State Of Tennessee cannot indemnify or hold harmless any vendor, supplier, contractor etc. against claims of a third party or parties.

6.0 **GRATUITIES:**

6.1 Shelby County Government may by written notice to the Bidder, cancel any contract and/or purchase order resulting from the bid without liability if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by, the Bidder, or any agent or representative of the Bidder, to any officials or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the awarding amending, or the making of any determination with respect to the performing of such a contract. In the event the contract and/or purchase order is cancelled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Bidder in providing such gratuities.

7.0 CONFLICT OF INTEREST:

7.1 No part of the total contract and/or purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of the County of Shelby, Tennessee as wages, compensation, or gifts in exchange for acting as official agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract. Furthermore, bids submitted by the above referenced individual(s) will not be accepted.

8.0 **SAMPLES:**

- 8.1 Samples of articles, when required, shall be furnished free of cost to the County.
- 8.2 Samples of articles selected may be retained for future comparison.
- 8.3 Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the vendors expense.

9.0 TAXES:

- 9.1 Contractor/vendor should include in his bid price to the County all applicable taxes which he will incur for supplying the goods or services to the County. The contractor/vendor shall not include any sales, use or federal excise tax to be collected from the County since the County is tax exempt.
- 9.2 Items purchased for resale will show the County's resale permit number on the purchase order.
- 9.3 Exemption certificates will be furnished upon request.

10.0 BRAND NAMES:

- 10.1 Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- 10.2 Equal items will be, considered, provided your offer clearly described the article. Offers for equal items shall state the brand and number or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- 10.3 When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- 10.4 <u>BID PROPOSALS BASED ON ITEMS OTHER THAN THOSE SPECIFIED</u>

 <u>BY BRAND NAMES OR NUMBERS IN THE BID.</u> Any items other than those brands specified in the bid specifications require approval of the buyer. The items offered must be equivalent as to function, basic design, type and quality of materials, method of construction and any required dimensions.

11.0 DEFAULT BY BIDDER:

In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

12.0 CONTRACTS, LEASES, LEASE-PURCHASE:

- 12.1 When required, must be approved by the Shelby County Attorney.
- 12.2 Shelby County Government will not accept language in any contract or sales agreement, etc. from any vendor, supplier, contractor etc, which limits or attempts to limit liability for breach of contract or negligence.

13.0 BID BONDS AND INSURANCE:

- 13.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required. When a Cashier's Check is submitted, in lieu of a Bond and bidder is one of the three -(3) low bidders, the check may be retained until contracts are signed with the successful bidder.
- When required, bidders must supply certificate of insurance or bonds through a company that is authorized to do business in the State of Tennessee and such insurance or bond is subject to final approval by the Shelby County Risk Management Department.

14.0 VALID PRICES:

14.1 Unless otherwise required in Section III Detailed Requirements/Specifications, all prices quoted will be firm for 30 days.

15.0 COURT APPROVAL

15.1 Should the award of this bid be over \$50,000 or of a Capital Improvement Project (C.I.P.), then it will require approval by the County Board of Commissioners. This procedure could involve the award being 30 to 60 days after the bid opening.

16.0 THIRD PARTY ASSIGNMENT:

16.1 There shall be no assignments, whatsoever to third parties (financial, etc.) unless expressly agreed to by the Shelby County Government in a separate written agreement. Any assignment or attempted assignment of any nature to third parties, without consent of the County, shall be cause for termination of the contract at the option of the County.

17.0 AUTHORITY TO AWARD BID:

17.1 The award of this bid to the successful bidders shall be governed by the Laws of the State of Tennessee. The Buyer (Administrator) represents that they have the authority to enter into the agreement.

18.0 <u>DELIVERY EXCEPTION:</u>

- 18.1 The suppliers shall not be responsible for failure to forward materials or render services due to strikes, flood, or fire.
- 18.2 Should deliveries not be made on time as outlined on our quotation sheet and defined, by you, then the government has the authority to cancel any/and all orders issued under this bid.

19.0 <u>LIEU, CLAIMS OR ENCUMBRANCE:</u>

19.1 The suppliers, by bidding their requirements and if they become the successful bidder, agree that all goods and materials are free of any lieu, claim or encumbrance.

20.0 AUDIT AND INSPECTION OF PREMISES:

- 20.1 All bidders, by the nature of bidding this requirement agree that an official of the Purchasing Department shall be allowed to inspect the bidders premises to verify their ability to enter into the agreement.
- 20.2 The successful bidder shall agree to audits by an official of the Purchasing Department, should during the period of the contract (award) it become necessary.

21.0 <u>DOCUMENTS INCLUDED IN CONTRACT:</u>

21.1 The specification terms/conditions and detailed requirements shall become a part of any contract agreement and/or purchase order that result from this bid.

22.0 INSPECTION:

When the buyer deems it necessary to inspect shipments, they may do so. Should this inspection reveal that the shipment is not as per our specifications, then the buyer has the, privilege to return said items at the suppliers expense.

23.0 MATERIAL SAFETY DATA SHEETS:

As a condition to bid award, if item(s) contained in this bid require Material Safety Data Sheets, the successful bidder shall provide data sheets with delivery of product(s).

24.0 SHELBY COUNTY BUSINESS TAX LICEENSE:

- 24.1 Firms located within the boundaries of Shelby County Tennessee are required to have a current Shelby County Business License issued by the Business Tax Division of the Shelby County Clerk's Office or be considered exempt from the license requirement by the County Clerk's Office.
- 24.2 Successful bidders to which this license requirement applies may be required to furnish a copy of their current Shelby County Business License prior to the award of this bid, or any part thereof, to their firm.

25.0 PURCHASES BY MUNICIPALITIES AND OTHER GOVERNMENTAL AGENCIES/ENTITIES:

- 25.1 On bids issued to establish a source of supply for estimated semi-annual or annual requirements for Shelby County Government, bidders are requested to indicate in their bid response whether or not your offer applies to purchases by other municipalities or governmental agencies/entities within the boundaries of Shelby County, Tennessee.
- 25.2 Purchases by local municipalities or other governmental agencies/entities are optional with those municipalities, agencies, or entities, and offers to sell to them are optional with the bidder.

26.0 PURCHASES FROM STATE OF TENNESSEE CONTRACT:

26.1 Shelby County Government reserves the right to purchase item(s) in this bid off of the State of Tennessee Contract or other governmental agencies contract if it is considered in the best interest of Shelby County Government. Purchases from these contracts are authorized by Shelby County Code, Sec, 2-57 (10) (B).

27.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:

27.1 Bidders are advised that T.C.A 10-7-503(a) mandates that all State, County and Municipal records shall, at all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information which is identified in a bid response as proprietary or confidential is therefore subject to inspection and Shelby County assumes no liability for any information so identified and divulged pursuant to a request under T,C.A 10-7-503(a).

28.0 TERMINATION OF AWARD OR CONTRACTION:

28.1 It shall be cause for the immediate termination of any award or contract that may be entered into as a result of this request if, after award or contract execution, the County determines that either the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself has plead nolo contenders, or has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including but not limited to rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

29.0 NON-DESCRIMINATION - TITLE VI:

29.1 The vendor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no person on the grounds of handicap, age, race, color, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal financial assistance during the performance of this Contract. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

30.0 NON-DESCRIMINATION - TITLE VII:

30.1 The vendor agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race, color, sex or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

31.0 NONDISCRIMINATION - ADA TITLE II

31.1 The vendor agrees to comply the provisions of ADA Title II, which prohibits discrimination on the basis of disability by public entities. All governmental activities of public entities are covered, even if they are carried out by contractors. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

32.0 EMPLOYMENT ELIGIBILITY VERIFICATION

32.1 The Immigration and Naturalization Service's regulations require all employers to complete Forms I-9 as evidence of verification of identity and employment eligibility of each employee hired after November 6, 1986. The Vendor by submission of its bid acknowledges that it is in compliance with said regulations and shall upon request show proof of same.

SEALED BID#: 1000162

DUE DATE: 5/1/12 BUYER: Fowler

SHELBY COUNTY PURCHASING DEPARTMENT ROOM 550, 160 NORTH MAIN STREET MEMPHIS, TENNESSEE 38103 PHONE (901) 222-2250

SECTION III ATTACHMENTS 2 DETAILED REQUIREMENTS/SPECIFICATIONS

SECTION III - DETAILED REQUIREMENTS/SPECIFICATIONS)

1.0 These detailed requirements are part of the specifications as outlined in Section II of this bid. They shall become a part of and include in any contract/purchase order/systems contract that may result in any award.

2.0 BONDS/INSURANCE REQUIREMENTS

N/A

3.0 WARRANTIES

N/A

4.0 LITERATURE REQUIREMENTS

N/A

5.0 MANUAL REQUIRED OF SUCCESSFUL BIDDER

N/A

6.0 DEVIATIONS TO SPECIFICATIONS

No deviations to specifications.

7.0 SPECIAL PACKAGING

N/A

8.0 ANY SPECIAL DELIVERY REQUIREMENTS OR COMPLETION REQUIREMENTS

Material will be picked up and/or delivered "as needed and requested" by The Road Department throughout the award period.

9.0 QUOTED PRICES GOOD FOR HOW LONG

Not less than ninety (90) days from date of bid opening and/or from date of bid award July 1, 2012 through June 30, 2013 with an option to renew for two additional year periods, July 1, 2013 through June 30, 2014 and July 1, 2014 through June 30, 2015.

10.0 DO YOU NEED ANY SPECIAL REFERENCE TO PUBLICATIONS OR STANDARD

N/A

SECTION III - DETAILED REQUIREMENTS/SPECIFICATIONS)

11.0 RIGHTS OF INSPECTION AND/OR SAMPLING

See Item #8 under "General Terms and Specifications".

12.0 AWARD - ANY SPECIAL INSTRUCTION - AS TO TOTAL LOW, INDIVIDUAL PRICING, ETC., ETC.

It is the discretion of Shelby County Government to accept total, low or individual pricing when awarding this bid. In addition to price, the award of this bid will be based on Plant Location and Job Site Location during the award period.

13.0 PAYMENT SCHEDULE

Prompt payment discounts shall be considered as a cost factor in the evaluation of bids. Invoices shall be paid thirty (30) days after receipt of correct invoices.

14.0 CONTRACTS REQUIRED

No. An Award Letter will be issued.

15.0 F.O.B. POINT

F.O.B. Point Plant Location, Minimum Haul Charges, Etc., Etc.

16.0 DEMONSTRATION OF EQUIPMENT REQUIRED

N/A

SEALED BID #:1000162 DUE DATE: 5/1/12 BUYER: Fowler

CONCRETE AND METAL PIPE

I. SCOPE:

It is the intent of this bid to obtain firm prices for Concrete and Metal Pipe (Road Department) for the period covering July 1, 2012 through June 30, 2013. Contained in our award, is an option to renew for two additional one (1) year periods upon agreement of both parties, July 1, 2013 through June 30, 2014 and July 1, 2014 through June 30, 2015.

II. MATERIAL REQUIREMENTS:

Material Requirements is for Concrete and Metal Pipe used by Shelby County Government on regular routine basis. The Administrator of Purchasing reserves the right to request for separate bids for unusual quantities for any item to be used on a special project.

All products quoted or supplied will be subject to testing by the Shelby County Engineer's Office and/or Shelby County Road Department, to determine if they meet applicable Shelby County and/or State of Tennessee specifications.

III. PRICING:

Bid prices quoted shall be Shelby County Government's final actual cost. Bidders shall submit price quote based on: 1) F.O.B. Plant and 2) F.O.B. Destination.

IV. AWARDING OF BID:

Shelby County Government reserves the right to award this bid by item or entire list of items, whichever is considered as being in the best interest to Shelby County Government. Factors to be considered in the evaluation of this bid include, but not limited to: 1) hauling distance in relationship to job site, 2) "delivered" basis (Shelby County reserves the right to pick-up supplies depending on urgency of need and availability of trucks), 3) Plant Location, and 4) minimum haul charge.

SEALED BID #:1000162 DUE DATE: 5/1/12 BUYER: Fowler

GENERAL CONDITIONS AND SPECIFICATIONS (CEMENT TREATED BASE MATERIAL)

V. ORDER QUANTITIES:

Quantities indicated in bid are estimated quantities for a one (1) year period. All materials will be purchased "as needed and requested." There are no guaranteed quantities and/or dollar amounts which will be purchased against this bid.

Shelby County Government reserves the right to buy additional material on an "emergency" basis for other County agencies other than the Shelby County Road Department. Any material ordered on an "emergency" basis, even if it exceeds the estimated quantities, will be billed at the prices quoted by the successful vendor unless exceptions are so stated on bid request form.

VI. CANCELLATION:

Shelby County Government reserves the right to cancel any bid award in the event that the successful bidder is unable to perform in accordance to these bid specifications. Cancellation is subject to thirty (30) days notification.

SEALED BID#: I000162 DUE DATE: 5/1/12 BUYER: Fowler

SHELBY COUNTY PURCHASING DEPARTMENT ROOM 550, 160 NORTH MAIN STREET MEMPHIS, TENNESSEE 38103 PHONE (901) 222-2250

SECTION IV ATTACHMENTS 2 QUOTATION/BID RESPONSE FORM

NOTE: RETURN ONLY THIS SECTION WHEN SUBMITTING YOUR BID

MARK H. LUTTRELL, JR. MAYOR

SHELBY COUNTY PURCHASING DEPT.

160 N. MAIN – SUITE 550 MEMPHIS, TENNESSEE 38103-1880 (901) 222-2250

REQUEST FOR QUOTATION					
NUMBER SB	1000162	DATE 4/12/12			

THE ABOVE NUMBER MUST APPER ON ALL QUOTATIONS AND RELATED CORRESPONDENCE.
THIS IS NOT AN ORDER

AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH DELIVERY OF PRODUCTS.

THE COLUMN THE PARTY OF THE PAR
OMMERCE 24

QUOTE NOT LATER THAN
2:30 PM 5/1/12

DATE DELIVERED REQ. ASAP F.O.B. DESTINATION REQUISITION NUMBER R023123

REQUISITION DATE 2/2/12

BUYER **N. FOWLER**

If you do not respond to this request for bid a "BID" or "NO BID", we will assume that you no longer wish to bid on the commodity indicated below, and your company's name may be removed from the mailing list.

210-29 CULVERTS, CORRUGATED METAL

TEM	QUANTITY	UNIT	DESCRIPTION			UNIT PRICE	AMOUNT
EM	QUANTITI	UNII	DESCRIPTION			ONII PRICE	AMOUNT
			NOTICE TO BIDDERS:				
			THIS IS OUR SEALED BID I000162, WH	ICH IS DU	E NO		
			LATER THAN 2:30 PM, TUESDAY 5/1/	12 . The			
			"GENERAL TERMS AND CONDITIONS",	AS OUTL	INED IN		
			SECTION II, ATTACHMENT 3, WIL		HE		
			PLACE OF THE "GENERAL BID REQUIR				
			SHOWN ON THE NEXT PAGE OF THIS RE	QUEST FO	OR		
			QUOTATION FORM.				
			IF YOU DO NOT RESPOND TO THIS REQU	JEST FOR 1	BID		
			WITH A "BID" OR A "NO BID", WE WI				
			NO LONGER WISH TO BID ON THE COMM	MODITY			
			INDICATED ABOVE, AND YOUR COMPAI	NY'S NAM	IE MAY		
			BE REMOVED FROM THE MAILING LIST.				
			CONCRETE & METAL PIPE				
			PERIOD: JULY 1, 2012 THROUGH	JUNE 30	, 2013		
			**********	****	***		
			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	ate ate ate ate ate ate a	4. 16. 26. 26		
			(SIGNATURE REQUIRED ON TH	IS PAGE)			
			THIS IS NOT AN ORDER			·	
	NOT	E DELIVE	RY REQUIRED AND IN QUOTING, ADVISE DEF	INITE DEL	IVERY	TOTAL	
RM NA	AME		TELEPHONE NO.		DATE OF	QUOTATION	
DERAI	L I. D. NO.		TERMS		DELIVERY	Y PROMISED	
						DAYS A.R.C	).

MEMPHIS, TENNESSEE 38103 TELEPHONE: (901) 222-2250 SEALED BID: #I000162
DUE DATE: 5/1/12
BUYER: N. Fowler
PAGE: 1 OF 20

## **SPECIFICATION SHEET & QUOTATION FORM**

### **CONCRETE & METAL PIPE**

<u>ITEM NO. 1 - CONCRETE CULVERT PIPE:</u> Reinforced concrete pipe culvert, all sizes circular lo-bed and end sections shall be constructed in accordance with Section 607 of the Tennessee Bureau of Highways Standard Specifications for Road and Bridge Construction, dated March 1, 1981, and all subsequent additions and revisions thereof to date. Prices shall be F.O.B. Plant as well as delivered to the Penal Farm.

## (A) ROUND CONCRETE PIPE

<b>DIAMETER</b>		CE PER LINEAR FO		
	CLASS		<u>CLASS</u>	
12"	<u>PLANT</u>	<u>DEL.                                    </u>	PLANT	DEL.
15"				
18"				
21"				
24"				
27"				
30"				
36"				
42"				
48"				
54"				
60"				
66"				
72"				
84"				

SEALED BID: #I000162 DUE DATE: 5/1/12 BUYER: N. Fowler PAGE: 2 OF 20

## **SPECIFICATION SHEET & QUOTATION FORM**

## CONCRETE & METAL PIPE (CONT'D)

## <u>Item No. 1 - Concrete Culvert Pipe (Continued)</u>

## (B) ARCH OR ELLIPTICAL CONCRETE PIPE

PRICE PER LINEAR FOOT						
		<u>CLASS</u>	<u>III</u>	CLASS		
<b>SIZE</b>	(EQUIV.)	<u>PLANT</u>	DEL.	<u>PLANT</u>	DEL.	
20!! 10!	" (24")					
30" x 19"	, ,				<del></del>	
38" x 24"	` ′					
45" x 29"	` /					
53" x 34"	` /					
60" x 38"	, ,					
68" x 43	, ,					
76" x 48	" (60")					
	YES _	NO  'ATE CONTRACT NU		SWC	STATE CO.	VIRACI:
DOES YOUR COMPANY'S STATE OF TENNESSEE CONTRACT REFERENCED ABOVE ALLOW PURCHASES BY OTHER GOVERNMENTAL AGENCIES IN TENNESSEE (IN THIS CASE SHELBY COUNTY GOVERNMENT)YESNO						
COMME	ENTS:					

1105R:57

SEALED BID:# 1000162 DUE DATE: 5/1/12 BUYER: N. Fowler PAGE: 3 OF 20

#### **SPECIFICATION SHEET & QUOTATION FORM**

#### **CONCRETE & METAL PIPE**

ITEM NO. 2 - CORRUGATED METAL PIPE, PLAIN AND BITUMINOUS COATED: Corrugated metal pipe shall include all sizes, both circular and arch, flared-end section C.M.P. Shall conform to Section 607 of the Tennessee Bureau of Highways Standard Specifications for Road and Bridge Construction, dated March 1, 1981, and all subsequent additions and revisions thereof to date. Quotations should be F.O.B. Plant and delivered to the Penal Farm.

## (A) ROUND CORRUGATED METAL PIPE, PLAIN & BITUMINOUS COATED

DIAMETER	R GAUGE		PRICE PER LIN		
		PLA NT		COATE DI ANT	
		<u>PLANT</u>	<u>DEL.</u>	<b>PLANT</b>	DEL.
10"	16				
12"	16				
15"	16				
18"	16				
21"	16				
24"	16				
30"	16				
18"	14				
21"	14				
24"	14		<del></del>		
30"	14				
36"	14				
42"	14				
48"	14				

SEALED BID: #I000162 DUE DATE: 5/1/12 BUYER: N. Fowler PAGE: 4 OF 20

## **CONCRETE & METAL PIPE**

## ITEM NO. 2 - CORRUGATED METAL PIPE, & BITUMINOUS COATED (CONT'D)

## (A) ROUND CORRUGATED METAL PIPE, PLAIN & BITUMINOUS COATED (CONT'D)

<b>DIAMETER</b> GAUGE		<u>PLA</u>		COATE	
		<b>PLANT</b>	DEL.	<b>PLANT</b>	DEL.
21"	12				
24"	12				
30"	12				
36"	12				
42"	12				
48"	12				
54"	12				
60"	12			<del></del>	
30"	10				
36"	10				
42"	10				
48"	10				
54"	10				
60"	10				
66"	10				

1105R:59

MEMPHIS, TENNESSEE 38103 TELEPHONE: (901) 222-2250 SEALED BID: #1000162 DUE DATE: 5/1/12 BUYER: N. Fowler PAGE: 5 OF 20

## **SPECIFICATION SHEET & QUOTATION FORM**

## ITEM NO. 2 - CORRUGATED METAL PIPE, & BITUMINOUS COATED (CONT'D)

## (A) ROUND CORRUGATED METAL PIPE, PLAIN & BITUMINOUS COATED (CONT'D)

<b>DIAMETER GAUGE</b>		PRICE PER LINEAR FOOT				
		<u>PLA</u>	IN	COATI	E <b>D</b>	
		<b>PLANT</b>	DEL.	<b>PLANT</b>	DEL.	
72"	10					
78"	10					
84"	10					
90"	10					
84"	8					
90"	8					
96"	8					

### (B) ARCH CORRUGATED METAL PIPE, PLAIN & BITUMINOUS COATED (CONT'D)

Span & Height	(Equiv) Gauge		Price Per Linear Foot			
			PLAIN		COATED	
			<u>PLANT</u>	DEL.	<u>PLANT</u>	DEL.
18" x 11"	(15")	16				
22" x 13"	(18")	16				
25" x 16"	(21")	16				
29" x 18"	(24")	16				

1105R:60

SEALED BID: #1000162 DUE DATE: 5/1/12 BUYER: N. Fowler PAGE: 6 OF 20

## **SPECIFICATION SHEET & QUOTATION FORM** CONCRETE AND METAL PIPE (CONT'D)

## ITEM NO. 2 - CORRUGATED METAL PIPE, & BITUMINOUS COATED (CONT'D)

## (B) ARCH CORRUGATED METAL PIPE, PLAIN & BITUMINOUS COATED (CONT'D)

Span & Height	(Equiv)	Gauge	PI.	<u>Price P</u> AIN	er Linear Fo	
			PLANT	DEL.	PLANT	DEL.
22" x 13"	(18")	14				
25" x 16"	(21")	14				
29" x 18"	(24")	14				
36" x 22"	(30")	14				
43" x 27"	(36")	14				
29" x 18"	(24")	12				
36" x 22"	(30")	12				
43" x 27"	(36")	12				
50" x 31"	(42")	12				
58" x 36"	(48")	12				
65" x 40"	(54")	12				
72" x 44"	(60")	12				
43" x 27"	(36")	10				
50" x 31"	(42")	10				
58" x 36"	(48")	10				
65" x 40"	(54")	10				
72" x 44"	(60")	10				
85" x 53" Prices on Connecting 10" - 24" Same as 30" - 96" Same as	s 2' Pipe					

TELEPHONE: (901) 222-2250

SEALED BID: 1000162 DUE DATE: 5/1/12 BUYER: N. Fowler PAGE: 7 OF 20

## **CONCRETE & METAL PIPE**

<u>ITEM NO. 3 - CORRUGATED METAL PIPE, PLAIN AND BITUMINOUS COATED:</u> Pipe shall consist of 3" x 1" corrugations, all sizes circular and arch including end sections as per the Tennessee Bureau of Highways Standard Specifications for Road and Bridge Construction, dated March 1, 1981, Section 607, and all subsequent additions and revisions thereof to date. Prices to F.O.B. Plant and delivered to the Shelby County Correction Center.

## (A) ROUND CORRUGATED METAL PIPE, PLAIN & BITUMINOUS COATED

SIZE	<b>GAUGE</b>		PRICE PER LINI		
		PLANT	<u>IN</u> 	<u>COATE</u> <u>PLANT</u>	<u>DEL.</u>
36"	16				
42"	16				
48"	16				
54"	16				
60"	16				
66"	16				
72"	16				
78"	16				
36"	14				
30	14		<del></del>		
42"	14				
48"	14				
54"	14				
60"	14				

1105R:62

SEALED BID: #I000162
DUE DATE: 5/1/12
BUYER: N. Fowler
PAGE: 8 OF 20

## **CONCRETE & METAL PIPE (CONT'D)**

## <u>Item No. 3 - Corrugated Metal Pipe, Plain and Bituminous Coated (Cont'd)</u> (A) ROUND CORRUGATED METAL PIPE, PLAIN & BITUMINOUS COATED

SIZE	<b>GAUGE</b>	PRICE PER LINEAR FOOT PLAIN		<u>COA</u>	ren
		PLANT	DEL.	PLANT	DEL.
66"	14				
72"	14				
78"	14				
84"	14				
90"	14				
96"	14				
48"	12				
54"	12				
60"	12				
66"	12				
72"	12				
78"	12				
84"	12				
90"	12				
102"	12				
108"	12				
114"	12				
120"	12				

ROOM 550 - 160 N. MAIN STREET MEMPHIS, TENNESSEE 38103 TELEPHONE: (901) 222-2250 SEALED BID: #1000162 DUE DATE: 5/1/12 BUYER: N. Fowler PAGE: 9 OF 20

## **CONCRETE & METAL PIPE (CONT'D)**

## Item No. 3 - Corrugated Metal Pipe, Plain and Bituminous Coated (Cont'd) (A) ROUND CORRUGATED METAL PIPE, PLAIN & BITUMINOUS COATED

<b>SIZE</b>	<b>GAUGE</b>	PLA]		R LINEAR FOOT COATE	7 <b>D</b>
		PLANT	DEL.	PLANT	DEL.
60"	10				
66"	10				
72"	10				
78"	10				
84"	10				
90"	10				
96"	10				
102"	10				
108"	10				
114"	10				
120"	10				

ROOM 550 - 160 N. MAIN STREET MEMPHIS, TENNESSEE 38103 TELEPHONE: (901) 222-2250 SEALED BID: #I000162 DUE DATE: 5/1/12 BUYER: N. Fowler PAGE: 10 OF 20

## **CONCRETE AND METAL PIPE (CONT'D)**

## ITEM NO. 3 - CORRUGATED METAL PIPE, & BITUMINOUS COATED (CONT'D)

## (B) ARCH CORRUGATED METAL PIPE, PLAIN & BITUMINOUS COATED (CONT'D)

Span & Height	(Equiv)	Gauge	PLA		· Linear Foot COATI	
			PLANT	DEL.	PLANT	DEL.
43" x 27"	(36")	16				
50" x 31"	(42")	16				
58" x 36"	(48")	16				
65" x 40"	(54")	16				
72" x 44"	(60")	16				
73" x 55"	(66")	16				
81" x 59"	(72")	16				
43" x 27"	(36")	14				
50" x 31"	(42")	14				
58" x 36"	(48")	14				
65" x 40"	(54")	14				
72" x 44"	(60")	14				
73" x 55"	(66")	14				
81" x 59"	(72")	14				
Prices on Connecting l	Bands (Items	s 3A & 2B)				

MEMPHIS, TENNESSEE 38103 TELEPHONE: (901) 222-2250 SEALED BID: #I000162
DUE DATE: 5/1/12
BUYER: N. Fowler
PAGE: 11 OF 20

## **SPECIFICATION SHEET & QUOTATION FORM**

## **CONCRETE & METAL PIPE**

<u>ITEM NO. 3 - Aluminized Corrugated Steel Pipe:</u> Aluminized corrugated metal pipe shall include all sizes, both circular and arch, flared-end section C.M.P. Shall conform to Section 607 of the Tennessee Bureau of Highways Standard Specifications for Road and Bridge Construction, dated March 1, 1981, and all subsequent additions and revisions thereof to date. Quotations should be F.O.B. Plant and delivered to the Shelby County Correction Center.

## (A) ROUND CORRUGATED METAL PIPE, PLAIN, ALUMINIZED

DIAMETE	R GAUGE	PRICE PER LINEAR FOOT				
		<u>PLA</u>			<u>ATED</u>	
		<b>PLANT</b>	DEL.	<b>PLANT</b>	DEL.	
10"	16					
12"	16					
15"	16					
18"	16					
21"	16					
24"	16		<del></del>			
30"	16		<del></del>			
18"	14					
21"	14					
24"	14					
30"	14					
36"	14					
42"	14					
48" 1105R:66	14					

MEMPHIS, TENNESSEE 38103 TELEPHONE: (901) 222-2250 SEALED BID: #1000160 DUE DATE: 5/1/12 BUYER: N. Fowler PAGE: 12 OF 20

## **SPECIFICATION SHEET & QUOTATION FORM**

## **CONCRETE & METAL PIPE (CONT'D)**

## Item NO. 3 - Aluminized Corrugated Steel Pipe (Cont'd

## (A) ROUND CORRUGATED METAL PIPE, PLAIN, ALUMINIZED

DIAMETER	<b>GAUGE</b>	D7 4	PRICE PER LINE		TED.
		<u>PLA</u> <u>PLANT</u>	<u>DEL.</u>	<u>COA</u> <u>PLANT</u>	<u>TED</u> DEL.
21"	12				
24"	12				
30"	12				
36"	12				
42"	12				
48"	12				
54"	12				
60"	12				
30	10				
36"	10				
42"	10				
48"	10				
54"	10				
60"	10				
66"	10				

**SEALED BID: #1000162 DUE DATE: 5/1/12 BUYER:** N. Fowler PAGE: 13 OF 20 TELEPHONE: (901) 222-2250

## **SPECIFICATION SHEET & QUOTATION FORM**

## **CONCRETE AND METAL PIPE (CONT'D)**

### ITEM NO. 3 - CORRUGATED METAL PIPE, ALUMINIZED (CONT'D)

## (A) ROUND CORRUGATED METAL PIPE, PLAIN, ALUMINIZED (CONT'D)

<b>DIAMETER GAUGE</b>			PRICE PER	LINEAR FOOT	
			<u>AIN</u>	<u>COAT</u>	
		<b>PLANT</b>	DEL.	<b>PLANT</b>	DEL.
72"	10				
78"	10				
84"	10				
90"	10				
84"	8				
90"	8				
96"	8				

## (B) ARCH CORRUGATED METAL PIPE, PLAIN & BITUMINOUS COATED (CONT'D)

Span & Height	(Equiv)	Gauge	Price Per Linear Foot			
			<u><b>PL</b></u>			<b>ATED</b>
			<u>PLANT</u>	DEL.	<b>PLANT</b>	DEL.
18" x 11"	(15")	16				
22" x 13"	(18")	16				
25" x 16"	(21")	16				
29" x 18"	(24")	16				

ROOM 550 - 160 N. MAIN STREET MEMPHIS, TENNESSEE 38103 TELEPHONE: (901) 222-2250 SEALED BID: #I000162
DUE DATE: 5/1/12
BUYER: N. Fowler
PAGE: 14 OF 20

## **SPECIFICATION SHEET & QUOTATION FORM**

## **CONCRETE AND METAL PIPE (CONT'D)**

## ITEM NO. 3 - ALUMINIZED CORRUGATED STEEL PIPE (CONT'D)

## (B) ARCH CORRUGATED METAL PIPE, ALUMINIZED (CONT'D)

Span & Height	(Equiv)	Gauge	DI A		Linear Foot	A (EED)
			<u>PLA</u> <u>PLANT</u>	<u>DEL.</u>	<u>CO.</u> <u>PLANT</u>	ATED DEL.
22" x 13"	(18")	14				
25" x 16"	(21")	14				
29" x 18"	(24")	14				
36" x 22"	(30")	14				
43" x 27"	(36")	14				
29" x 18"	(24")	12				
36" x 22"	(30")	12				
43" x 27"	(36")	12				
50" x 31"	(42")	12				
58" x 36"	(48")	12				
65" x 40"	(54")	12				
72" x 44"	(60")	12				

1105R:69

MEMPHIS, TENNESSEE 38103 TELEPHONE: (901) 222-2250 SEALED BID: #I000162 DUE DATE: 5/1/12 BUYER: N. Fowler PAGE: 15 OF 20

## **SPECIFICATION SHEET & QUOTATION FORM**

## **CONCRETE AND METAL PIPE (CONT'D)**

## ITEM NO. 3 - ALUMINIZED CORRUGATED STEEL PIPE (CONT'D)

## (B) ARCH CORRUGATED METAL PIPE, ALUMINIZED (CONT'D)

Span & Height	(Equiv)	Gauge	PLANT	r Linear Foo COA PLANT	
43" x 27"	(36")	10		 	
50" x 31"	(42")	10		 	
58" x 36"	(48")	10		 	
65" x 40"	(54")	10		 	
72" x 44"	(60")	10		 	
85" x 53"	(72")	10		 	
Prices on Connectin	•	as 2 (A) & 2 (B): of Pipe			

**DUE DATE: 5/1/12 BUYER:** N. Fowler TELEPHONE: (901) 222-2250 **PAGE: 16 OF 20** 

## ** SPECIFICATION SHEET & QUOTATION FORM**

## **CONCRETE & METAL PIPE (CONT'D)**

ITEM NO. 4 - ALUMINIZED CORRUGATED METAL PIPE: Pipe shall consist of 3" x 1" corrugations, all sizes circular and arch including end sections as per the Tennessee Bureau of Highways Standard Specifications for Road and Bridge Construction, dated January 1, 1968, Section 607, and all subsequent additions and revisions thereof to date. Prices to F.O.B. Plant and delivered to the Shelby County Correction Center.

## (A) ROUND CORRUGATED METAL PIPE, PLAIN, ALUMINIZED (CONT'D)

SIZE	<b>GAUGE</b>	<u>PLA</u>	PRICE PER LINE	EAR FOOT COA	TED
		PLANT	DEL.	PLANT	DEL.
36"	16				
42"	16				
48"	16				
54"	16				
60"	16				
66"	16				
72"	16				
78"	16				
36"	14				
30	14				
42"	14				
48"	14				
54"	14				
60"	14				

**SEALED BID: #1000162** 

ROOM 550 - 160 N. MAIN STREET MEMPHIS, TENNESSEE 38103 TELEPHONE: (901) 222-2250 SEALED BID: #I000162
DUE DATE: 5/1/12
BUYER: N. Fowler
PAGE: 17 OF 20

## **SPECIFICATION SHEET & QUOTATION FORM**

## **CONCRETE & METAL PIPE (CONT'D)**

## Item No. 4 - ALUMINIZED CORRUGATED METAL PIPE (CONT'D)

## (A) ROUND CORRUGATED METAL PIPE, PLAIN, ALUMINIZED (CONT'D)

SIZE	<b>GAUGE</b>	PLA	PRICE PER LIN	EAR FOOT COAT	'FD
		PLANT	DEL.	PLANT	DEL.
66"	14				
72"	14				
78"	14				
84"	14				
90"	14				
96"	14				
48"	12				
54"	12				
60"	12				
66"	12				
72"	12				
78"	12				
84"	12				
90"	12				
102"	12				
108"	12				
114"	12				
120" 1105R:72	12				

MEMPHIS, TENNESSEE 38103 TELEPHONE: (901) 222-2250 SEALED BID: #I000162 DUE DATE: 5/1/12 BUYER: N. Fowler PAGE: 18 OF 20

## **SPECIFICATION SHEET & QUOTATION FORM**

## **CONCRETE & METAL PIPE (CONT'D)**

## ITEM NO. 4 - ALUMINIZED CORRUGATED METAL PIPE (CONT'D)

## (A) ROUND CORRUGATED METAL PIPE, PLAIN & BITUMINOUS COATED

SIZE	<b>GAUGE</b>	DI .		LINEAR FOOT	TED
		PLANT	DEL.	<u>COA</u> <u>PLANT</u>	DEL.
60"	10				
66"	10				
72"	10				
78"	10				
84"	10				
90"	10				
96"	10				
102"	10				
108"	10				
114"	10				
120"	10				

1105R:73

ROOM 550 - 160 N. MAIN STREET MEMPHIS, TENNESSEE 38103 TELEPHONE: (901) 222-2250 SEALED BID: #I000162 DUE DATE: 5/1/12 BUYER: N. Fowler PAGE: 19 OF 20

## **SPECIFICATION SHEET & QUOTATION FORM**

## **CONCRETE AND METAL PIPE (CONT'D)**

## ITEM NO. 4 - ALUMINIZED CORRUGATED METAL PIPE (CONT'D)

## (B) ARCH CORRUGATED METAL PIPE, ALUMINIZED (CONT'D)

Span & Height	(Equiv)	Gauge	Price Per Linear Foot			
			<u>PLA</u> <u>PLANT</u>	<u>AIN</u> DEL.	<u>CO.</u> <u>PLANT</u>	ATED DEL.
43" x 27"	(36")	16				
50" x 31"	(42")	16				
58" x 36"	(48")	16				
65" x 40"	(54")	16				
72" x 44"	(60")	16				
73" x 55"	(66")	16				
81" x 59"	(72")	16				
	(2.511)					
43" x 27"	(36")	14				
50" x 31"	(42")	14				
58" x 36"	(48")	14				
65" x 40"	(54")	14				
72" x 44"	(60")	14				
73" x 55"	(66")	14				
81" x 59"	(72")	14				
Prices on Connectin	ng Bands (Iten	ns 3A & 3B):				

Prices on Connecting Bands (Items 3A & 3B):	
Same as 1 1/2' Pipe	

# SHELBY COUNTY PURCHASING DEPARTMENT ROOM 550 - 160 N. MAIN STREET MEMPHIS, TENNESSEE 38103

BUYER: N. Fowler PAGE: 20 OF 20

**SEALED BID: #1000162** 

**DUE DATE: 5/1/12** 

TELEPHONE: (901) 222-2250

ARE THE ABOVE ITEMS AVAIL	LABLE ON THE CURRENT TENNESSEE STATE COM	NTRACT?
YES	NO	
IF YES, PLEASE STATE CONTR	RACT NUMBER: SWC	
	TE OF TENNESSEE CONTRACT REFERENCED ABOUT ABOUT ABOUT AGENCIES IN TENNESSEE (IN THIS C.ENT)YESNO	
COMMENTS:		
FIRM NAME		
QUOTED BY: (PRINT NAME)	/ SIGNATURE & OFFICIAL TITLE	
ADDRESS		
DATE OF QUOTATION		
DAYS OF A.R.O.		
TERMS OF PAYMENT		
F.O.B.	FAX:	

SEALED BID: # 1000162 DUE DATE: 5/1/12 BUYER: N. Fowler

## BID QUOTATION FORM

PLEASE LIST ANY EXCEPTIONS TO BID SI	PECIFICATIONS BELOW:		
AME OF FIRM	ADDRESS	ZIP	
IGNATURE	DELIVERY/INSTALLATION/ TURN AROUND TIME		
FFICIAL TITLE			
ATE OF QUOTATION			
ERMS			
RICE EFFECTIVE UNTIL			
ELEPHONE NUMBER			
AX NUMBER			

#### GENERAL BID REQUIREMENTS

#### PREPARATION OF BIDS:

- 1.1 All information requested of the vendor shall be entered in the appropriate space on the form. Failure to do so may disqualify the bid
- 1.2 All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction inserted before submission of your bid. Correction shall be initialed in ink by the person-signing bid
- 1.3 Correction and/or modifications received after the closing time specified will be not accepted.
- 1.4 Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the county.
- 1.5 Time of delivery may be a consideration in the award.
- 1.6 Prices will be considered as net if no cash discount is shown.
- 1.7 Federal ID# must be provided. Failure to provide this number could result in a 20% withholding of payment for any orders placed against this bid.
- 1.8 All bids shall be signed by an authorized officer or employee of the bidder.
- 1.9 Bids must be submitted by the date and at or prior to the time specified to be considered No late bids, telegraphic, or telephone bids will be accepted.
- 1.10 Submit bids in a sealed envelope with the bid number and closing date time shown.

#### BRAND NAMES:

- 2.1 Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- 2.2 Equal items will be considered, provided your offer clearly described the article. Offers for equal items shall state the brand and number. Or level or quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- 2.3 When brand. Number or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

#### 3. SAMPLES:

- 3.1 Samples of articles when required shall be furnished free of cost to the County.
- 3.2 Samples of articles selected may be retained for future comparison.
- 3.3 Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the vendors expense.

#### 4. TAXES:

- 4.1 Contractor/vendor should include in his bid price to the County all applicable taxes which he will incur for supplying the goods or services to the County.
- 4.2 Items purchased for resale will shoe the County's resale permit number on the purchase order.
- 4.3 Exemption certificates will be furnished upon request.

#### 5. LIABILITIES:

5.1 The vendor shall hold the County, its officers, agent's servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all action brought against the County because of the unauthorized use of such articles.

#### 6. GRATUITIES:

6.1 Shelby County Government may, by written notice to the Bidder, cancel any contract and/or purchase order resulting from this bid without liability if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Bidder or any agent or representative of the Bidder, to any officials or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect of the performing of such a contract. In the event the contract and/or purchase order is cancelled by the County pursuant to this provision the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the

amount of the cost incurred by the Bidder in providing such

#### 7. CONFLICT OF INTEREST:

7.1 No part of the total contract and/or purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of the County of Shelby Tennessee as wages, compensation, or gifts in exchange for acting as official agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract. Furthermore, bids submitted by the above referenced individual(s) will not be accepted.

#### 8. PRICING TERMS & DELIVERY

- 8.1 Prompt payment discount shall be considered as a cost factor in the evaluation of bids.
- 8.2 The Shelby County Government reserves the right to accept any prompt payment discount offered by the successful bidder however, time will be computed from date of receipt of correct invoice or receipt of acceptance of shipment, whichever is later.
- 8.3 All deliveries shall be F.O.B. Shelby County Department location in Place/Inside- no additional charges shall be allowed above the amount shown in the net bid prices. Any exceptions to this requirement must be stated in your bid response.
- 8.4 All prices shall be valid for a minimum of thirty (30) days from the bid opening date unless otherwise indicated in the bid request.

#### 9. DEFAULT BY BIDDER:

9.1 In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost there of the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent

#### 10. AWARD:

10.1 The County reserves the right: (1) to award bids received on the basis of individual items or groups of items or on the entire list of items (2) to reject any or all bids, or any part there of (3) to waive any informality in the bids and (4) to accept the bid that is in the best interest of the County. The Purchasing Agents decision shall be final.

#### 11. RIGHT TO AUDIT:

11.1 The County reserves the right to verify by examination of vendors records all invoiced amounts when firm prices are not set forth in the purchase agreement.

#### 12. CONTRACTS, LEASES, LEASE-PURCHASE

- 12.1 When required must be approved by the Shelby County Attorney.
- 12.2 Shelby County Government will not accept language in any contract or sales agreement etc. from any vendor, supplier, contractor, etc which limits or attempts to limit liability for breach of contract or negligence.

#### 13. THIRD PARTY ASSIGNMENT:

13.1 There shall be no assignments whatsoever to third parties(financial, etc.) of any contract and/or purchase order resulting from this bid unless expressly agreed to by Shelby County Government in a separate written agreement. Any assignment or attempted assignment, of any nature to third parties, without consent of the County, shall be cause for termination of the contract and/or purchase order at the option of the County.